

Agreement dated as of 11 February, 1971, between Campus Media Inc of 165 West 46th Street, New York, New York (hereinafter known as "CAMPUS") and WDCR Radio (Hereinafter known as "the STATION"):

WHEREAS, CAMPUS is engaged in the business of soliciting and placing advertising, promotional and program material for use in the broadcast media;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable considerations to each in hand paid, the parties to the Agreement agree as follows:

1. The STATION hereby appoints Campus Media Inc, for a term through 31 August, 1971, effective the date above written, as an agent and representative for advertising, promotional and program material. CAMPUS agrees in good faith to devote its reasonable efforts to solicit advertising, promotional and program material for use on the STATION. In order for CAMPUS to devote its reasonable efforts to securing advertising, promotional and program material for the STATION, CAMPUS must receive from the STATION, and the STATION agrees to furnish, not later than thirty (30) days from the effective date of this Agreement, a completed copy of the questionnaire supplied yearly by CAMPUS to STATION. Further, to enable CAMPUS to devote its reasonable efforts to securing advertising, promotional and program material for the STATION, the STATION must complete and return to CAMPUS within ten (10) days of receipt any subsequent questionnaires or requests for information. Furthermore, CAMPUS must have, in order to exert its reasonable efforts to soliciting advertising, promotional and program material for the STATION, photographs of the STATION's facilities

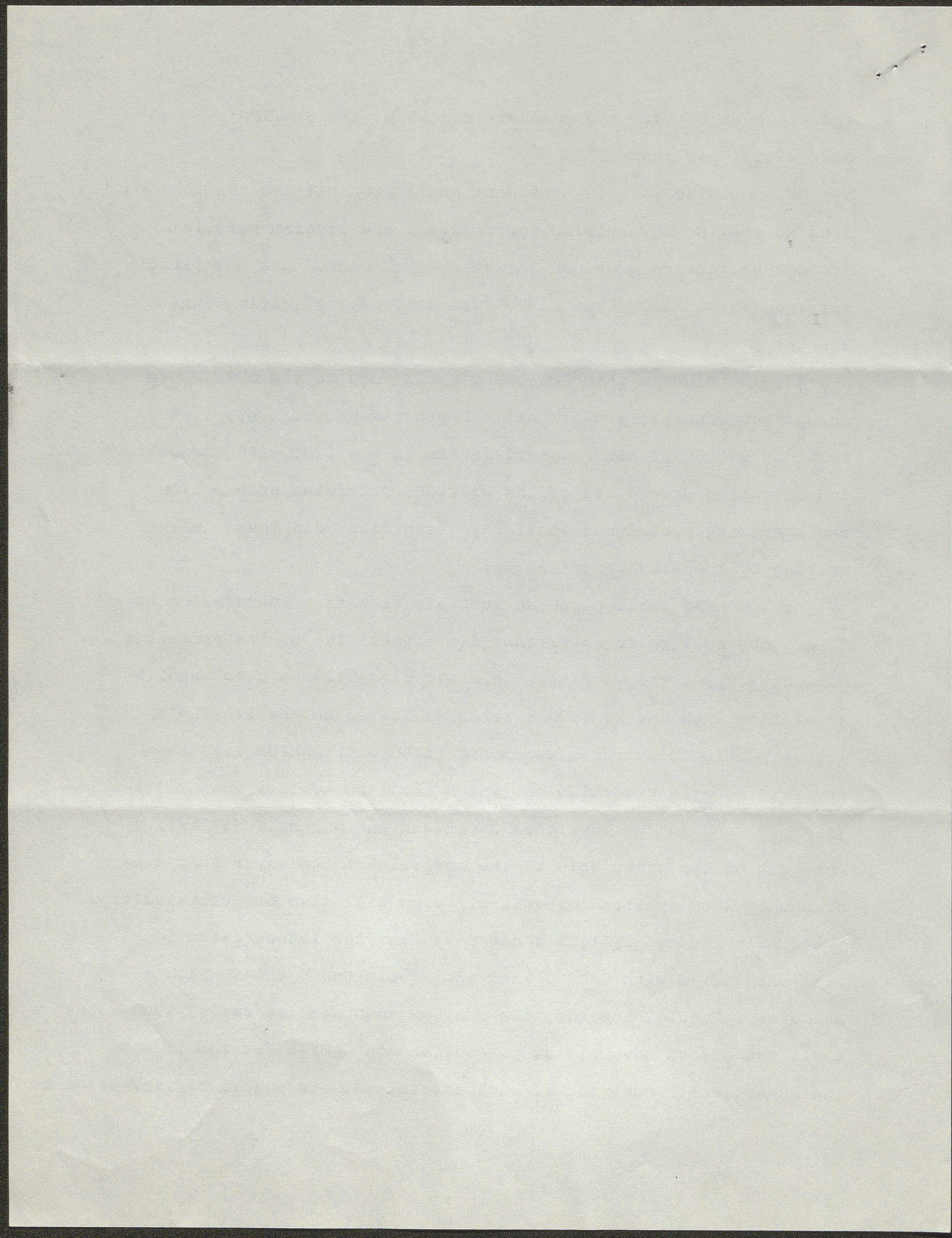


and at least two (2) recorded air checks of the STATION's broadcast signal per year.

2. Nothing in this Agreement shall prohibit the STATION from accepting advertising, promotional and program material from other sources provided, however, that CAMPUS has not first informed the STATION that CAMPUS was actively soliciting that account.

3. Nothing in this Agreement shall require the STATION to accept advertising, promotional and program material supplied to it by CAMPUS if such advertising is in conflict with the policy and operating procedures of the STATION, providing such policy and operating procedures shall have been first disclosed in writing by the STATION to CAMPUS.

4. CAMPUS shall purchase such air time from the STATION as CAMPUS may sell to an advertiser for advertising of its product(s), commodity(s), or service(s). Said air time will be purchased in accordance with the STATION's rates as listed on the STATION's latest published national rate card filed with CAMPUS less the advertising agency commission (which shall be no less than fifteen (15) per cent and no more than seventeen and one-half (17 1/2) per cent of the gross sale to the advertiser) and advertiser's cash discounts when applicable; said air time will also be purchased from the STATION at the STATION's net rate from its latest dated local rate card filed with CAMPUS when applicable under the STATION's policies. Should, however, the STATION announce new rates, such rates shall not affect advertising placed through CAMPUS for the life of the advertiser's contract if such advertising was contracted for prior to



such rate change.

5. Compensation accruing to CAMPUS for placement of spots shall be fifteen (15) per cent of the net billings to the advertiser whether said advertising is sold according to the STATION's national or local rate card, according to the STATION's policies. STATION hereby authorizes CAMPUS to take action in the name of the STATION to collect delinquent accounts or to enforce advertising contracts which CAMPUS may deem for the best interests of itself and the STATION.

6. The STATION will provide to CAMPUS, not later than the tenth day of the calendar month after the conclusion of broadcasting of advertising during the preceeding month, duly completed and notarized affidavits certifying proof of performance of said advertising. Should the affidavit not be postmarked by that tenth day (the due date), CAMPUS shall subtract, at its discretion, the following amounts from the net amount due the STATION for the respective advertising: five (5) per cent for the first week the affidavit is late and five (5) per cent of the remaining amount each succeeding week until a maximum of twenty-five (25) per cent of the net amount due the STATION shall have been reached. Should the affidavit(s) not be received by CAMPUS within sixty (60) days of the due date, CAMPUS may, at its discretion, close the account on its books and so have no further liability to the STATION for payment for that account.

7. The STATION shall provide to CAMPUS suitable statements of account of advertising placed in order to receive payment for said advertising. These statements of account shall in no way be



acceptable as broadcast affidavits certifying proof of performance of advertising.

8. Payment of monies due the STATION for advertising completed shall be made by CAMPUS within twenty (20) days after receipt of payment to CAMPUS by the advertiser, his agency or representative provided, however, that a duly completed and notarized affidavit certifying proof of performance and a suitable statement of account shall have been received from the STATION.

9. Failure of either party to this Agreement to fulfill any material obligations hereunder shall entitle the other party to terminate the Agreement by giving not less than sixty (60) days written notice by registered mail, return receipt requested.

10. This Agreement, and the conditions, promises, and statements set forth herein, shall constitute the full Agreement between the parties hereto unless, however, it should be amended by mutual written agreement of both parties hereto.

12. CAMPUS will exercise reasonable care in accepting advertising prior to making contracts for advertising time for the STATION.

12. This Agreement shall be binding upon, and inure to, the benefit of the parties hereto, their successors and assigns.

13. This Agreement shall be interpreted and enforced in accordance with the applicable laws of the State of New York and this Agreement is made and entered into in the State of New York.

ACCEPTED AND AGREED TO:

CAMPUS MEDIA INC

By:

(Officer)

(Witness)

WDCR RADIO

By :

(Officer

Witness

